

AGREEMENT
BETWEEN
CITY OF ELY
AND
OPERATING ENGINEERS, LOCAL 3
JULY 1, 2014 TO JUNE 30, 2015

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ARTICLE 1
PREAMBLE

A. This agreement is entered into by the City of Ely, Nevada. Hereinafter referred to as the "City" and the International Union of Operating Engineers, Local 3, AFL-CIO, hereinafter referred to as the "Union."

B. It is the intent of this agreement to assure sound and mutually beneficial working and economic relationship between the parties hereto and to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise as set forth in this agreement.

C. It is recognized by both the City and the Union, the employees of the City is engaged in rendering public services to the continuous rendition and availability of such services.

D. All employees shall perform loyal and efficient work and service; shall use their influence and best efforts to protect the properties of the City and its service to the public; and shall cooperate in promoting and advancing the welfare of the City and in preserving the continuity of its service to the public at all times.

ARTICLE 2
RECOGNITION

A. Pursuant to the provisions of the Local Government Management Relations Act, Statutes of Nevada, the City of Ely, Nevada hereafter referred to as the "City" recognizes the Operating Engineers Local 3, AFL-CIO, hereinafter referred to as the "Union" as the exclusive bargaining Agent excluding the directors, probationary employees, supervisors, and department heads, but to include all regular employees employed by the City of Ely as certified under the provisions of Nevada Revised Statutes, Chapter 288.

B. If the parties are in disagreement over the interpretation of NRS 288 as applied to the parties and this labor agreement, the parties agree to seek a declaratory ruling from the Local Government Employee-Management Relations Board for the disagreement regarding this matter or issue.

C. Upon request a copy of all employees covered in the bargaining unit will be provided to the Union or Union Steward.

ARTICLE 3
DEFINITIONS

A. TYPES OF EMPLOYMENT

1. Temporary: A temporary is one who is hired for a period not to exceed six (6) months. If a temporary employee's status is changed to probationary, his or her probationary period shall be retroactive to the date of employment.

2. Probationary: A probationary employee is one who is hired to fill a budgeted position. Such employee will remain in this status for six (6) months of continuous employment and may be terminated at the discretion of the supervisor, such termination shall not be for the purpose of keeping jobs filled with probationary employees.

3. Part Time: A part time employee is one who works a set schedule of hours that are less than 80% of the normal working hours of the full time employee.

4. Regular: Except as conditions above, a regular employee is one who has completed a six (6) month probationary period. This term "employee" as used in this Agreement applies to those persons having a regular appointment to the workforce of the City.

B. TRANSFER

"Transfer" is defined to mean any movement of an employee from one position to another position in the same class or related class with the same salary grade, or the movement of the employee with his or her position or classification to another location. An employee transferring to a position will be paid the rate of the position and not carry their current wage with them if it is lower than their existing wage. Transfers will be paid at the rate of the position to which they transferred. An employee who is not voluntarily transferred to a lower paying position through no fault of their own will remain at their current wage until the wage of that lower paying position catches up to their current wage.

ARTICLE 4 NON DISCRIMINATION AND HARASSMENT

The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to race, color, religion, sex, age, national origin or because of political or personal reasons or affiliations. The Union shall share equally with the City the responsibility for applying this provision of the agreement.

ARTICLE 5 DISCIPLINARY ACTION

When an employee's conduct or job performance falls below that which is expected of the position, the supervisor shall promptly and specifically inform the employee of the deficiencies in writing and have a copy placed in the employee's personnel folder. After discussion, a reasonable period of time for improvement or correction, of not less than 30 or more than 90 days, may be allowed before initiating disciplinary action. Any discipline issued under this Article may be grieved by the Employee as outlined under Article 26 of this Agreement.

Written reprimands may be removed from an employee's personnel file at the written request of an employee 12 months after the date of the reprimand. Removals will be at the

discretion of the City based on the nature of the reprimands and the employee's performance after the reprimand was issued. A denial of request for removal of a written reprimand will be forwarded to the Union and be subject to the grievance process.

Disciplinary action may consist of, but not limited to, written reprimand, leave without pay, or termination.

ARTICLE 6

CREATION OF NEW JOB CLASSIFICATIONS

If at any time either the City or the Union feels that a new job classification should be written or the grades for a particular job classification is incorrect or inappropriate, the City and the Union shall negotiate any such changes.

The City and the Union will jointly work to create and complete all job classifications and work performance standards covered by this agreement, and all current job classifications will be updated to current standards. Employees will provide proposed job classifications to the City and the Union.

ARTICLE 7

PERSONNEL FILE

- A. Each employee shall have the right, upon request and at any time reasonable, to review the material in his/her personnel file.
- B. A representative chosen by the employee may, at the employee's request, accompany the employee in this review.
- C. All material in this file must be signed by the employee and the source of the material and dated. No anonymous letters or material shall be placed in this file.
- D. An employee on written request to the City may receive copies of all materials in their personnel file.
- E. Each employee shall have the right to respond, in writing, to any imposed discipline placed in their personnel file. Such response shall be completed within thirty days. The City has five days to respond in the file.

ARTICLE 8
PROBATIONARY PERIOD

Each and every new hire shall be subject to a probationary period of six (6) months. Employees who receive a job reclassification, are laterally transferred, or receive a new position with the City shall be subject to a 90 day probationary period. New hire employees will be subject to whatever probation time the City of Ely insurance carrier requires, not to exceed six (6) months. Upon completion of the probationary period the employee shall be classified as a full time employee and shall not be disciplined or terminated without just cause. The probationary period may be extended up to ninety (90) days; the City will notify the Union of this extension.

ARTICLE 9
PROCEDURE FOR FILLING VACANCIES

- A. All position vacancy announcements shall contain all necessary information. The position shall first be posted on the bulletin board in each department or office. The Union Stewards shall be provided a copy of all job vacancy announcements.
- B. After an internal posting of seven (7) days, the City may submit the vacancy announcement to the general public.
- C. Employees interested in being considered for the position shall submit an application to the department head responsible for filling the vacancy.
- D. All employees applications will be considered in determining who is best qualified for the position. Factors to be considered in making the selection will include City service, appropriate education, training, experience, past performance, and the results of an oral interview if necessary. All other factors being equal, the length of service and the training received within the City will be the deciding factors.
- E. If a City employee is awarded the vacancy, he/she will be given up to thirty (30) days to demonstrate qualification in the job classification. If the employee is unable to qualify or decides he/she does not wish to keep the vacancy within the thirty (30) day period, the employee will be restored to his/her former job classification.

ARTICLE 10
WORKING OUT OF CLASSIFICATION

Those employees that are required to fill a higher classification due to the absence or incapacitation of the incumbent shall be entitled to the higher classification salary for the entire time acting in such classification.

ARTICLE 11
STEWARDS AND BULLETIN BOARDS

A. The Union may designate one (1) employee in each department or areas as shop steward and this steward shall be authorized to meet and confer with the City employees and department heads concerning the enforcement of the provisions and terms of this agreement and other working conditions.

B. The Union Business Representative and the steward may meet with the City Council or the City Clerk/Administrator or his designee for the purpose of communicating concerns of the parties.

BULLETIN BOARDS

The City will provide reasonable space on the Official bulletin boards for the use of the Union. All such posting of notices must be designated by a representative of the Union.

ARTICLE 12
ORIENTATION OF NEW EMPLOYEES

The Union shall be notified of the employment of persons within the bargaining unit. Upon notification and discussion with the supervisor, the Union steward will be granted time up to fifteen (15) minutes during the work day to orient all new employees concerning the Union. Orientation will not be done in a manner to disrupt the work environment and where the privacy of the parties is ensured.

ARTICLE 13
UNION DUES

A. Employees authorize payroll deduction for the purpose of paying Union dues. Upon written authorization to the City from an employee, the City agrees to deduct from the wages of the employee, the amount of one half the total amount semi-monthly.

B. The sums deducted shall be forwarded to the Union after the deduction has been made. The city also agrees to supply each time, the union with a list of employees who have authorized deduction. If the employee is new, the list will state "add." If the employee leaves the city, the form will state "delete."

C. The Union agrees to indemnify, defend and hold the city harmless against any and all claims or suits that may arise out of or by reason taken by the city in reliance upon any authorization cards submitted by the Union of the City. The Union agrees to refund to the City any amounts paid to it in error on account of the payroll deduction provisions upon presentation of proper evidence of error or mistake.

D. Dues deduction authorization shall be irrevocable for a period of one year and automatically renewed each year thereafter. Authorization may be withdrawn by an employee within the month of his/her signing not revoked during such period it shall continue the balance of the contract year.

E. The Union will certify to the City in writing the current rate of membership dues. The City will be notified of any change in the rates of membership dues thirty (30) days prior to the effective date of such change.

ARTICLE 14 **RETIREMENT**

All employees covered by this agreement shall participate in the Public Employees Retirement System (PERS) of the State of Nevada in accordance with the rules of that system as set forth in NRS Chapter 286.

ARTICLE 15 **BUSINESS EXPENSES**

This article is purposely left blank since the agreement is covered in Article 19.

ARTICLE 16 **UNION BUSINESS LEAVE**

A. One (1) employee from the bargaining unit for every five (5) employees may be selected by the Union to be on the negotiation committee and be granted leave from duty with full pay, for all meetings between the City and the Union for the purpose of negotiating the terms of this contract, when such meetings take place during which such employee is scheduled to be on duty.

B. Two (2) employee Union representatives may be granted leave from duty with full pay for all meetings between the Union and the City for the purpose of processing grievances, when such meetings take place at a time during which such employee is scheduled to be on duty.

C. The Union shall notify the city of the designated representatives who shall be authorized to fill those positions.

ARTICLE 17 **JURY DUTY/COURT APPEARANCE**

A. A leave of absence with pay shall be granted to any employee who is required by law to appear and/or serve as a witness or juror for the Federal Government, the State of Nevada, or a

political subdivision thereof. The employee will be paid his/her regular salary while on leave of absence, but must remit to his/her department head, for the deposit in general fund, all fees which he/she may receive as a witness or juror. The employee shall retain reimbursement for mileage and per diem.

B. Employees appearing in court for the above stated reasons on scheduled days off shall retain the compensation as may be authorized for that appearance.

C. The employee shall be responsible for completing the time report for days of court leave granted while absent from his/her regular duties.

ARTICLE 18

CLOTHING, UNIFORMS

CLOTHING

1. If required by the employee's department head with written approval from City Manager, or if required by applicable OSHA requirements, the City shall furnish an employee protective clothing and any uniform.

2. When an employee performs duties which may result in the employee's clothes being stained.

3. Service worker 1 and 2, mechanic 2, assistant sexton, animal control officer, and equipment operator may request safety equipment as part of the budgeting process that will allow the employee to work in a safe work environment.

4. Landfill, streets, water, and sewer employees are required to wear steel toed shoes. The City will pay up to \$150.00 yearly towards the purchase of new steel toed shoes with the proof of purchase from the employee in these departments.

5. Dress Code: Office Environment-Sleeveless blouses or dresses, khakis, slacks, cropped pants, Capri pants, skirts of a reasonable length and appropriate style may be worn. Miniskirts (3" above the knee), low cut dresses or blouses, crop tops, shorts, skorts, cargo pants, t-shirts, denim tops, denim jeans, pullover sweatshirts, spandex, lycra, sweat suits, tanks tops, or halter-tops (bare midriff), open toed shoes are prohibited. Attire should be appropriate for the area and work performed.

All visible tattoos must be covered and no body piercing allowed, except for earrings.

ARTICLE 19
BUSINESS TRAVEL EXPENSES

The City of Ely will reimburse employees for business travel expenses incurred while on assignments away from the normal work location. All business travel must be approved in advance by the City Clerk/Administrator or his designee. Employees will be compensated for business travel as outlined by FLSA.

Employees whose travel plans have been approved should make all travel arrangements through the City of Ely travel department.

When approved, the actual costs of travel, meals, lodging, and other expenses directly related to accomplishing business travel objectives will be reimbursed by the City of Ely. Employees are expected to limit expenses to reasonable amounts.

City of Ely will pay employees for travel on City of Ely business on a per diem basis consistent with amounts for employees of the State of Nevada.

Any employee who is involved in an accident while traveling in business must promptly report the accident to the immediate supervisor. Vehicles owned, leased, or rented by the City of Ely may not be used for personal use.

Cash advances to cover reasonable anticipated expenses may be made to employees, after travel has been approved. Employees should submit a written request to their supervisor when travel advances are needed.

With prior approval, employees on business travel may be accompanied by a family member or friend, when the presence of a companion will not interfere with successful completion of business objectives. Generally, employees are also permitted to combine personal travel with business travel, as long as time away from work is approved. Additional expenses arising from such non-business travel are the responsibility of the employee.

A trip report for all training travel involving seminars for the City is required. The trip report shall include a brief discussion of the reason for the trip, what was achieved or learned, and how the trip was beneficial to the City.

When travel is approved, the employee should contact their supervisor for guidance and assistance on procedures related to travel arrangements, travel advances, expense reports, reimbursement for specific expenses, or any other business travel issues.

Abuse of this Business Travel policy, including falsifying expense reports to reflect costs not by the employee, can be grounds for disciplinary action, up to and including termination of employment.

ARTICLE 20
MEDICAL AND LICENSE REQUIREMENTS

Any and all fees and/or costs associated with employee requirements for licensing and/or examinations necessary for continuing employment shall be paid for by the City.

ARTICLE 21
LAY OFF

- A. Seniority is defined as length of service with the City of Ely.
- B. Seniority by department shall be the determining factor in the case of layoff, demotions (in lieu of layoff), and recalls. Layoffs shall be in reverse order of seniority. Any employee who is laid off may bump an employee in another department with less seniority, when the job descriptions and skills of the positions are similar or less. The City shall give written notice fifteen (15) days prior to an employee's layoff or demotion. A City – wide re-employment list shall be established for employees affected by layoffs and/or demotions. Seniority with the City is the priority of the re-employment list. If an employee is offered re-employment, but not qualified for the position, the City would continue down the list until they find an employee qualified. If no employee is qualified, then the City shall offer to train, by seniority, an employee on the list willing to train for the position. If an employee refuses an offer of re-employment, for which she/he is qualified, the employee shall be removed from the list. Recall to employments shall occur in inverse order of layoff.
- C. If an employee exercises bumping rights into another classification, the employee would retain his/her step on the wage scale in the new classification.

ARTICLE 22
LEAVE OF ABSENCE

- a. Leave of Absence Without Pay
1. Leave without pay may be granted only to an employee who desires to return to City service.
 2. Leave without pay for less than thirty (30) days may be granted by the appointing authority.
 3. Leave without pay for thirty (30) days or more may be granted for the good of the public service by the City council.

4. The employee shall retain his/her status as a public employee and the pay, leave and benefits accrued prior to the leave.

b. Leave of Absence With Pay

1. This provision has been deleted since it is covered under Article 17.

2. When it is impractical for a registered voter to vote before or after his normal working hours.

3. When an employee acts as a volunteer firefighter or provides similar service for the protection of life or property.

4. This provision has been deleted since it is covered under Article 25.

Unauthorized Absence

a. An unauthorized absence from work shall be treated as leave without pay, and may be a cause for disciplinary action.

b. An unauthorized absence for five (5) consecutive days shall be regarded as an automatic resignation from City employment.

ARTICLE 23
SICK LEAVE

A. All employees after six (6) months of continuous service, who are employed on a continuous full-time basis shall be credited with one (1) day of paid sick leave for each month of service. Department heads may allow emergency leave within the probationary period, but shall be accrued to any accumulated sick or annual leave.

B. Employees hired on an intermittent or temporary basis of less than six (6) months shall not accrue sick leave. Should such an employee work a total of more than six (6) months, he/she shall earn leave at the time over six (6) months.

C. After an employee has accumulated sixty (60) days of sick leave credit, the amount of additional unused sick leave credit, which he is entitled to carry forward from one year to the next, is limited to one-half of the sick leave accrual during that year.

D. Absence due to employment-connected disability.

In the event an employee is absent due to an employment connected temporary disability, he may receive compensation as determined by the State Industrial Insurance Commission and may receive an amount from the City which would cause the amount received by the employee to equal

his salary at the time of his disability. Such payments from the City shall not extend beyond an employee's accumulated sick leave and annual leave. In the event compensation is immediately established by the State Industrial Insurance Commission and the employee draws full sick leave pay from the City and subsequently receives State Industrial Insurance Commission compensation, he shall repay the City the amount of such compensation pay received to cover the period which was covered by City sick leave.

E. Employees are entitled to use sick leave only when incapacitated due to sickness or injury or when receiving necessary medical, dental service or examination, illness or death in his/her immediate family.

F. Upon retirement, a person with 21-30 years of service with sixty (60) days accumulated sick leave shall be entitled to a lump sum payment of \$2000. A person with 16 -20 years of service with sixty (60) days of accumulated sick leave shall be paid a lump sum of \$1500. A person with 10-15 years of service with sixth (60) days accumulated sick leave shall be paid a lump sum of \$1250. If the employee passes away while employed, his or her beneficiary shall be paid the lump sum payment of sick leave that the employee would have been entitled to receive upon retirement, as stated in Article 23, subsection F.

ARTICLE 24 **BEREAVEMENT LEAVE**

If an employee wishes to take time off due to death of an immediate family member, the employee should notify his/her supervisor immediately.

Employees may have 3 days paid bereavement leave. Bereavement leave in excess of 3 days up to 2 additional days, will be charged against an employee's sick leave balance, if available. If there is no sick leave balance available, an employee may have the additional 2 days bereavement leave charged against their available vacation leave or take time off without pay as the option of the employee.

Bereavement pay is calculated based on the pay rate at the time of absence and will not include any specific forms of compensation, such as incentives, commissions, bonuses, or shift differentials.

Approval of bereavement leave will occur in the absence of unusual operating requirements. Any employee may, with the supervisor's approval, use any available paid leave for additional time off as necessary.

City of Ely defines "immediate family" as the employee's spouse, parent, child, sibling; the employee's spouse's parent, child, or sibling; the employee's child's spouse; grandparents or grandchildren.

Special consideration will also be given to any other person whose association with the employee was similar to any of the above relationships.

ARTICLE 25
MILITARY LEAVE

A military leave of absence will be granted to employees, except those occupying temporary positions, to attend scheduled drills or training or if called to active duty with the U.S. armed services.

Employees will continue to receive full pay while on leave for two-week training assignments and shorter absences. The portion of any military leaves of absence in excess of two weeks will be unpaid. However, employees may use any available paid time off for the absence.

Subject to the terms, conditions and limitations of the applicable plans for which the employee is otherwise eligible, health insurance benefits will be provided by City of Ely for the full term of the military leave of absence.

Employees on two-week active duty training assignments or inactive duty training drills are required to return to work for the first regularly scheduled shift after the end of training, allowing reasonable travel time. Employees on longer military leave must apply for reemployment in accordance with all applicable state and federal laws.

Every reasonable effort will be made to return eligible employees to their previous position or a comparable one. They will be treated as though they were continuously employed for purposes of determining benefits based on length of service, such as the rate of vacation accrual and job seniority rights.

ARTICLE 26
GRIEVANCE PROCEDURE

DEFINITION

A grievance shall be defined as a dispute between an employee, a group of employees, or the Union and the City which involves the interpretation, application, or enforcement of any provisions of the Agreement.

Day – A working day shall be defined as any day Monday through Friday, excluding weekends, holiday and any leave of absence provided for in the contract.

TIME LIMITS

The parties agree that the time limitations defined in this Article if the Agreement shall be adhered to. A violation of a prescribed time limitation of the Article of the Agreement by the City

shall cause that, in the event of arbitration, the arbitrator be directed to consider such failure and apply the appropriate weight in rendering a decision. The parties of this Agreement may grant an extension to the requesting party if said extension request is in written form and approved by the party receiving said request. A request for extension shall include the length of extension being requested.

PROCEDURE FOR FILING

All grievances will be processed in the following manner:

Step 1:

Within fifteen working days of the event giving rise to a grievance or knowledge of the event giving rise to a grievance, the employee will present the written grievance to his/her department head for action.

The grievated employee may request representation by an employee or non-employee Union Representation at this hearing. The department head shall, within fifteen working days of receiving the grievance render a written decision to the grievant. The department head response at Step one shall not be subject to the provisions of section 2 of this article. Both parties can mutually agree to extend the timeline.

Step 2:

Should the grievant be dissatisfied with the department head response, the grievance shall be forwarded by the employee to the mayor or his designee for further action within fifteen working days of receipt of the department head's decision. The grievance will be reviewed and a decision rendered by two disinterested persons: "neutral decision makers". The neutral decision makers will be the mayor or his designee and another department head of the employee's choice. The neutral decision makers will have fifteen working days to review the grievance from the employee and prepare a written determination. The neutral decision makers will determine the facts surrounding the grievance, determine what occurred and decide a proper course of action to resolve the grievance based on the union contract, the personnel policy manual and relevant law on point. If the neutral decision makers cannot agree to a resolution the matter will advance to Arbitration. The grievant may designate a person to assist in preparation of the grievance and in answering any questions posed by the neutral decision makers. The grievant may select the union steward or any other person, however, the grievant may only use a single representative during Step 2. Both parties may mutually agree in a written instrument to extend the timelines.

Step 3:

The Union may request arbitration of a grievance if the determination by the neutral decision makers is unsatisfactory to the employee. The Union will notify the City in writing of such a decision within ten days of receipt of the decision rendered in Step 2. The Union will request a list of arbitrators from the State of Nevada Arbitrators, whose arbitration rules and procedures will apply. On receipt, the parties will alternately strike names from the list until a single name remains to serve as an arbitrator. The union will be the first party to strike a name from the list. Both parties may mutually agree in a written instrument to extend the timelines.

D. ARBITRATORS AUTHORITY

The decision of the arbitrator is final and binding on the parties and fully enforceable as a final judgment. The arbitrator will not add to, subtract from, or modify any of the terms of this Agreement, or any supplemental Agreement. The award of the arbitrator shall be based on the evidence presented at the hearing.

E. EXPENSES

The fees of the arbitrator and a court reporter will be borne equally by the union and the city. Each party shall be responsible for its own witness fees, legal fees or preparation fees. City employees required to testify at the hearing during regular working hours will be paid their actual rate of pay and will return to their job duties as soon as time permits.

F. COMPLIANCE

The parties agree to comply with the arbitrator's decision within five working days of receipt of the decision. The arbitrator will endeavor to render a discharge related decision within fourteen days of the hearing. All other decisions will be rendered within thirty days of the hearing.

G. Automatic Withdrawal or Advance of Grievance

In the event the grievant fails to adhere to timelines, the grievance is considered to be withdrawn. If the City fails to respond within the timelines, all non-monetary grievances will be considered settled in favor of the grievant, all other grievances shall advance to the next step.

H. Reprisal

No employee shall suffer retaliation, reprisal, or discrimination for filing a grievance, assisting in the preparation of a grievance or providing testimony.

ARTICLE 27 **SENIORITY**

A. Seniority means the length of an employee's continuous service with the City. An employee who has not completed the initial probationary period shall not be considered a regular employee. Preference in vacation scheduling and extra days off shall be by seniority.

An employee's continuous service record (seniority) shall be broken by voluntary resignation. However, if an employee returns to work in any capacity within 6 months, the break in continuous service shall be removed from the employee's records, and the employee will begin accruing seniority without loss of previous accrual (not to include the period of leave or separation).

B. CONTINUOUS SERVICE:

The following shall not be considered as breaks in continuous service for all personnel actions:

1. Authorized military leave for active service, provided that the person is reinstated within ninety (90) calendar days following honorable discharge from military service.

2. Authorized military leave for training duties not to exceed fifteen (15) working days in one (1) calendar year.

3. Authorizes leave with pay which the City deems to be beneficial to the public service.

4. Authorized leave without pay for thirty (30) working days or less in any calendar year.

5. Authorized leave without pay for more than thirty (30) days which the City deems beneficial to the public.

ARTICLE 28

HOURS OF WORK, OVERTIME AND RECORDS

A. HOURS OF WORK

1. Rest periods of 15 minutes shall be taken at or near the middle of every four-hour work period as is operationally practical.

2. Rest periods shall be taken sufficiently near the work site so as to insure that such periods do not exceed 15 minutes.

a. If employees are working a reasonable distance from the City maintenance shop, they may take their break at the shop at the discretion of the Department Head.

3. A rest break may be taken when working overtime outside of regular working hours with the permission of the Department Head.

4. The standard work schedule for full time employees shall consist of an eight hour day with an unpaid 30-minute lunch period.

B. OVERTIME

1. Overtime work must be approved by the Department Head in advance.

2. Any work required of an employee on a day when no work was scheduled for him/her, or for which he/she is required to return to his/her place of employment, shall be considered to be at least two (2) hours in duration, and shall be compensated at the overtime rate of pay (1.5) times the employee's regular rate of pay. However, if an employee is called to duty within thirty (30) minutes prior to regularly scheduled work, such additional work shall be regarded as an

extension of the work day and shall be paid as overtime on an hourly basis to the nearest one-half (.5) hour.

3. OVERTIME COMPENSATION

A. An employee regularly scheduled to work a five (5) day, forty (40) hour week shall be paid time and one-half (1.5) his/her regular straight-time hourly rate of pay for all hours worked in excess of eight (8) hours in the day, or forty (40) hours in the week, or compensatory time off as set forth below in paragraph 4 of this article.

B. Except as set forth in paragraph B (2) of this Article, an employee regularly scheduled to work a five (5) day, thirty-five his/her regular straight-time hourly rate of pay for all hours worked in excess of eight (8) hours in the day, for forty (40) hours in the week, or compensatory time off as set forth below in paragraph 4 of this Article.

C. An employee regularly scheduled to work a four (4) day, forty (40) hour work week shall be paid time and one-half (1.5) his/her regular straight-time hourly rate of pay for all hours worked in excess of ten (10) hours in the day, or forty (40) hours in the week, or compensatory time off as set forth below in paragraph 4 of this Article.

D. Overtime premium shall not be pyramided.

4. Overtime compensation may be paid in cash or in compensatory time off under the following restrictions:

A. Employees who earn overtime may with the approval of the City treasurer, elect overtime pay or compensatory time off work. Compensatory time off work will be granted at the rate of 1.5 hours off for each overtime hour worked. Employees who elect compensatory time off may accrue up to 40 hours compensatory time off. Employees have six months to consume compensatory time off banks to forty hours or less, or be paid at time and one half for each overtime hour worked.

B. All Department Heads will distribute overtime as equitably as possible. Full-time employees shall be given preference. Should no volunteers be found, the City may offer such overtime to part-time employees.

ARTICLE 29
LONGEVITY PAY

A. Upon completion of (5) years of continuous employment, an employee shall receive the following longevity pay:

See Attached Exhibit B for current scale.

Effective 7-1-96, Longevity pay will increase \$25.00 semiannual amount and \$50.00 per year total amount for each year of completed service.

Effective 7-1-2008, Longevity pay will increase \$25.00 semiannual amount and \$50.00 per year total amount for each year of completed service.

ARTICLE 30 **HOLIDAYS**

- A. The following are paid holidays for employees of the City of Ely:
1. New Year's Day
 2. Presidents Day
 3. Memorial Day
 4. Independence Day
 5. Labor Day
 6. Nevada Day
 7. Veteran's Day
 8. Thanksgiving Day
 9. Christmas Day
 10. Or any other holiday or national day of mourning that may be designated by the President of the United States and the Governor of Nevada. When a designated holiday falls on Saturday or Sunday, the Friday or the Monday after, respectively, shall be granted as a holiday. Due to a business necessity or an emergency falling on a declared national day of mourning, an employee will be allowed to take the time off on a future date at the discretion of their supervisor.
 11. Martin Luther King Day
 12. Day after Thanksgiving
 13. Christmas Eve Day
 14. New Year's Eve Day
 15. One (1) Personal Days (upon completion of new hire probation period, Article 8)

Recognizing that NRS requires the Municipal Court be open on both Christmas Eve Day and New Years Eve Day, the Municipal Court Clerks will select either Christmas Eve Day off or New Years Eve Day off and the other clerk will be on duty. In this case the Court Clerks will receive a 3rd personal day off.

HOLIDAY PAY

- A. Employees shall be paid at their normal rate for holidays which fall on their normal work day.
- B. An employee called back to work on a designated holiday, which is not his/her working day, shall receive his/her standard rate in addition to his/her regular pay.

ARTICLE 31

VACATION BENEFITS

Vacation time off with pay is available to eligible employees to provide opportunities for rest, relaxation, and personal pursuits. Employees in the following employment classifications are eligible to earn and use vacation time as described in this policy.

Regular full-time employees

The amount of paid vacation time employees receive each year increases with the length of their employment as shown in the following schedule.

VACATION EARNING SCHEDULE

<u>YEARS OF ELIGIBILITY</u>	<u>VACATION DAYS EACH YEAR</u>
Upon initial eligibility	10 days
After 5 years	15 days
After 10 years	21 days
After 15 years	25 days

The length of eligible service is calculated on the basis of a "benefit year." This is a 12 month period that begins when the employee starts to earn vacation time. An employee's benefit year may be extended for any significant leave of absence except military leave of absence. Military leave has no effect on this calculation. (See individual leave of absence policies for more information.)

Once employees enter an eligible employment classification, they begin to earn paid vacation time according to the schedule. Earned vacation time is available for use in the year following its accrual.

Paid vacation time can be used in minimum increments of four (4) hours. To take vacation, employees should request advance approval from their supervisors. Vacation requests of two working days (16 hours) or less must be made 14 days in advance. All other request of 16 hours or more shall be made 21 days in advance. Requests will be reviewed based on a number of factors, including business needs and staffing requirements.

All unused vacation hours up to a maximum of 240 hours shall be paid to the beneficiary of the employee's estate if the employee passes away while employed.

ARTICLE 32
GROUP INSURANCE

All employees shall have the privilege of participating in the City group insurance program as the same is now or may hereafter be in effect.

ARTICLE 33
STRIKES

The Union agrees that there will be no strikes against the City under any circumstances.

For the purpose of this agreement the meaning of the word "strike" shall include but not be limited to any concerted stoppage of work, slowdowns, interruption of the operations of the City by the Union.

ARTICLE 34
SAVINGS CLAUSE

A. In the event that any provisions of this Agreement is or shall be rendered invalid by applicable legislation or be declared by court or regulatory agency of competent jurisdiction, such action shall not invalidate the entire agreement. It is the express intention of the City and the Union that all other provisions not rendered invalid shall remain in full force and effect, and the parties shall enter into negotiations to bring the invalid section or sections into compliance.

B. This Article does not preclude informal discussion between the parties if any matter which is not subject to negotiations or contract. Any such informal discussion is exempt from all requirements of notice or time schedule.

ARTICLE 35
SAFETY, HEALTH AND WELFARE

A Safety Committee composed of two (2) representatives each, the Union and the City will be set up to review safety concerns within the City. The Union representatives shall be appointed by the Union and the City representatives by the City. Regular safety meetings will be held no less often than every sixty (60) days. The recommendations of the Safety Committee will be provided to the City Clerk/Administrator and Union Stewards in written form no later than three (3) working days after the meeting on routine safety issues and immediately on critical issues.

ARTICLE 36
SCHOOLING AND TRAINING

The City will pay for the cost of any training and schooling whereas it will pertain to the work they are performing. The City will pay for the cost of tuition and books for a maximum of two (2) classes per year. Classes must first be approved by his/her supervisor and must be included in the department's budget. If the employee does not pass the class or training, the employee will reimburse the City of Ely for all costs. Any class taken by any employee must benefit the City of Ely in the employee's capacity.

ARTICLE 37
WARRANT OF AUTHORITY


The City and the Union hereby warrant and guarantee that they have the authority to act for, bind, and bargain on behalf of each entity which they represent, during the term of this agreement.

EFFECTIVE DATE AND DURATION

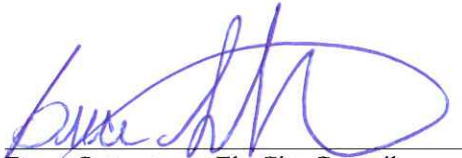
This agreement shall be in full force and effect from July 1, 2014 and shall continue on force until June 30, 2015. It shall be automatically renewed from year to year thereafter unless amended by mutual agreement of the parties.

In witness whereof, the City and the Union have these presents to be duly executed by their authorized representatives this 28th day of August, 2014.

City of Ely



Jennifer Lee
City Clerk, Deputy




Bruce Setterstrom, Ely City Councilman

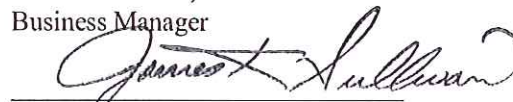


Richard Sears, City Attorney


OPERATING ENGINEERS LOCAL UNION #3
OF THE IUOE, AFL-CIO



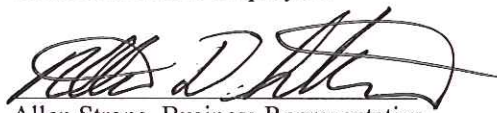
Russell E. Burns,
Business Manager



James K. Sullivan,
Recording-Corresponding Secretary



Rick Davis,
Director of Public Employees



Allen Strong, Business Representative



Edward Bell, Committee

EXHIBIT (A) – WAGE SCALE

CITY OF ELY SALARIES-WAGES COST

July 1, 2014 through June 30, 2015

Assistant Treatment Plant Operator is included in the 1% 10 year plus increase, attaining 10 years of service. The 1% increase will be added to whichever level of certification they have obtained.

EMPLOYEES	6 MONTH	1 YEAR	2 YEAR		10 YEAR
	PROB	STEP 1	STEP 2	STANDARD	PLUS
Service Worker	\$33,247.79	\$35,242.68	\$37,357.23	\$39,598.64	\$39,994.65
Service Worker 2	\$34,846.67	\$36,937.46	\$39,153.71	\$41,502.93	\$41,917.96
Mechanic	\$39,483.01	\$41,851.98	\$44,363.11	\$47,024.89	\$47,495.13
Administration Assist.	\$27,941.85	\$29,618.37	\$31,395.45	\$33,279.17	\$33,611.96
Administration Assist. 1	\$32,064.61	\$33,988.48	\$36,027.80	\$38,189.46	\$38,571.34
Assistant Sexton	\$33,527.60	\$35,539.28	\$37,671.62	\$39,931.92	\$40,331.24
Assistant Sanitation	\$40,322.44	\$42,741.78	\$45,306.30	\$48,024.67	\$48,504.92
Account/Utility Clerk	\$32,064.61	\$33,988.48	\$36,027.80	\$38,189.46	\$38,571.34
Animal Control0	\$33,247.79	\$35,242.68	\$37,357.23	\$39,598.64	\$39,994.65
Court Clerk	\$28,809.50	\$30,538.06	\$32,370.33	\$34,312.54	\$34,655.69
Senior Court Clerk	\$32,064.61	\$33,988.48	\$36,027.80	\$38,189.46	\$38,571.34
Equipment Operator I	\$39,385.49	\$41,748.63	\$44,253.52	\$46,908.74	\$47,377.83
Equipment Operator II	\$39,967.83	\$42,365.90	\$44,907.86	\$47,602.33	\$48,078.36
Equipment Operator III	\$40,550.17	\$42,983.18	\$45,562.18	\$48,295.92	\$48,778.87
Engineering Tech	\$30,791.22	\$32,638.67	\$34,596.98	\$36,672.80	\$37,039.54
Part Time Janitor	\$8,154.52	\$8,154.52			
Landfill Gate Clerk	\$30,864.17	\$32,715.98	\$34,678.94	\$36,759.67	\$37,127.25
Assistant Treatment	\$40,779.66	\$43,226.45	\$46,523.29	\$51,024.45	\$52,064.45
Plant Operator					

Assistant Treatment Plant Operator wage scale increases from Step 1 to Level 2 by the amount of \$3,170.04; the wage scale from Level 2 to Level 3 increases by \$4,328.04; and the wage scale from Level 3 to Lab increases by \$1,000.00. Any percentage increases only affect the probation and Step 1 of this classification.

Animal Control position can receive 2.5% increase in wages for any state or federal certifications earned. These certifications must be approved by the City of Ely negotiating team and Operating Engineers Local Union No. 3.

Wage rates indicate a 4% increase retroactive to July 1, 2014.

In lieu of any additional increases the City agrees to pay the employees portion of the PERS contribution.

EXHIBIT (B)

RENEGOTIATION
TOTAL

JULY 1, 2014 TO JUNE 30, 2015

YEARS OF COMPLETED SERVICE	AMOUNT
5	\$450.00
6	\$500.00
7	\$550.00
8	\$600.00
9	\$650.00
10	\$700.00
11	\$750.00
12	\$800.00
13	\$850.00
14	\$900.00
15	\$950.00
16	\$1,000.00
17	\$1,050.00
18	\$1,100.00
19	\$1,150.00
20	\$1,200.00
21	\$1,250.00
22	\$1,300.00
23	\$1,350.00
24	\$1,400.00
25	\$1,450.00
26	\$1,500.00
27	\$1,550.00
28	\$1,600.00
29	\$1,650.00
30	\$1,700.00
31	\$1,750.00
32	\$1,800.00
33	\$1,850.00
34	\$1,900.00
35	\$1,950.00
36	\$2,000.00
37	\$2,050.00
38	\$2,100.00
39	\$2,150.00
40	\$2,200.00

Article 26, 1997 – 2000 Union Contract: The above schedule reflects the July 1998 Renegotiation agreement. And will be as stated through out the remainder of the contract

July 1, 2008 longevity pay will increase \$50 for each year of completed service.

City of Ely 17521-97 2014-2015

August 19, 2014 final gh

EXHIBIT (C)
JOB CLASSIFICATIONS

ASSISTANT TREATMENT PLANT OPERATOR

This job classification entails working with a reporting to the Wastewater Treatment Plant Operator; performing the tasks of sampling, testing and documenting effluent and wastewater with little or no supervision along with all the requirements needed to maintain the City of Ely Wastewater Treatment Plant. The operator must obtain a Grade 1 Wastewater Certification within 18 months of assumption of job duties, and obtain Wastewater Certification up to Grade 3. The operator must also obtain the following Certifications:

Wastewater analyst with coliform, Domestic Water Coliform, Laboratory Certification, and sufficient and/or additional qualifications as required by State and Federal agencies. In addition, the operator must be able to perform all sampling that of the City of Ely water system. The operator/analyst must also be able to maintain the Laboratory Certification as required by the State of Nevada.

EXHIBIT C
JOB CLASSIFICATIONS
EQUIPMENT OPERATORS

Equipment Operator I

Must be capable of operating equipment listed for Operator I.

Equipment Operator II

One level above Operator I, must be capable of operating the equipment listed for the Department they work in. Twenty-five cent (\$0.25) per hour increase from Operator I level.

Equipment Operator III

One level above Operator II, must be capable of operating the equipment listed. List includes all equipment City operates. Twenty-five cent (\$0.25) per hour increase from Operator II level.

The City will require individuals to perform and successfully pass a skills ability test prior to being promoted to a higher level. Skills test will be designed and administered by City Supervisors and experienced City operators. Upon successful completion of the test a certificate will be awarded to the individual.

City will allow time during normal work hours for training, on the various equipment when time and conditions allow. Individuals are to receive authorization from both Department supervisors affected prior to starting the training.

Upgrades when Operating Equipment

When an employee has the approved training on a specific piece of equipment and is requested to operate the equipment, the employee will be allowed an upgrade to the next highest level of pay in the pay scale. Example, Service Worker I would upgrade to Service Worker II; a Service Worker II would upgrade to an Operator I, and Equipment Operator I would upgrade to Equipment Operator II and an Equipment Operator II would upgrade to an Equipment Operator III. When an employee is temporarily upgraded to a piece of equipment in a higher classification they will receive the pay rate for that piece of equipment.

If the employee fails to obtain a commercial drivers class "B" after 1 year of working in an upgraded position wages will return to the pre-upgrade level. Upgrade wages will be calculated on a daily basis.

Equipment Qualified to Operate

Operator Level I	Operator Level II			Operator Level III
Dump Truck	Road Dept.	Landfill	Water/Sewer	
Snow Plow	Dump Truck	Dump Truck	Dump Truck	Dump Truck
	Snow Plow	Snow Plow	Backhoe	Snow Plow
	Loader	Loader	Loader	Loader
	Grader	Grader	Grader	Grader
		Compactor		Compactor
		Dozer		Dozer
				Backhoe